

review payment form completion directions

Form 1 – State of California Form 700

1. Complete the top section of this form
2. Leave sections 1, 2 and 3 blank
3. In section 4, check the box next to the “No reportable interests on any schedule” statement.
4. Sign, date and submit.

Form 2 – USC Checklist For Evaluation Employee vs. Independent Contractor Status

1. Complete the top portion of the form by providing your name; USC will provide the check request number.
2. Confirm the answers to questions 1 thru 22 accurately represent the status of your services on this effort. If they do not, please contact Sue at the number provided above.
3. Sign the contractor line, date and submit.

Form 3 – USC Short-Form Contractor Agreement for One-Time Service

1. Complete the top portion of the form.
2. Sign the contractor line, date and submit.

A Public Document

COVER PAGE

Please type or print in ink

| | | | |
|--|---------|----------|--------------------------------|
| NAME (LAST) | (FIRST) | (MIDDLE) | DAYTIME TELEPHONE NUMBER |
| | | | () |
| MAILING ADDRESS (May be business address) | STREET | CITY | ZIP CODE |
| | | | OPTIONAL: FAX / E-MAIL ADDRESS |

1. Full Name of Office Sought or Held, Agency or Court:

Division, Board, District, if applicable:

Position:

➔ If filing for multiple positions, list additional agency(ies)/ position(s): (Attach a separate sheet if necessary.)

Agency: _____

Position Title: _____

2. Jurisdiction of Office (Check one box)

- ☐ State
- ☐ County of _____
- ☐ City of _____
- ☐ Multi-County _____
- ☐ Other _____

3. Type of Statement (Check at least one box)

- ☐ Assuming Office/Initial Date: ____/____/____
- ☐ Annual: The period covered is January 1, 2001, through December 31, 2001.
- or-**
- ☐ The period covered is ____/____/____, through December 31, 2001.
- ☐ Leaving Office Date Left: ____/____/____
(Check one)
- ☐ The period covered is January 1, 2001, through the date of leaving office.
- or-**
- ☐ The period covered is ____/____/____, through the date of leaving office.
- ☐ Candidate

4. Schedule Summary

(Check applicable schedules or "No reportable interests.")

➔ During the reporting period, did you have any reportable interests to disclose on:

Schedule A-1 ☐ Yes – schedule attached
Investments (Less than 10% Ownership)

Schedule A-2 ☐ Yes – schedule attached
Investments (Greater than 10% Ownership)

Schedule B ☐ Yes – schedule attached
Real Property

Schedule C ☐ Yes – schedule attached
Income & Business Positions (Income Other than Loans, Gifts, and Travel)

Schedule D ☐ Yes – schedule attached
Income – Loans

Schedule E ☐ Yes – schedule attached
Income – Gifts

Schedule F ☐ Yes – schedule attached
Income – Travel Payments

-or-

➔ ☐ No reportable interests on any schedule

Total number of pages completed including this cover page: _____

5. Verification

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed _____
(month, day, year)

Signature _____
(File the originally signed statement with your filing official.)

Division of Financial and Business Services
Disbursement Control
CHECKLIST FOR EVALUATION
EMPLOYEE vs. INDEPENDENT CONTRACTOR STATUS
(Page 1)

RE: NAME: _____ CHECK REQUEST #: _____

The university strives to properly classify all individuals who provide services to it. To assist the university in doing so in connection with the above-named individual who you have proposed to be retained as an independent contractor (see Section 1.3 of the Staff Handbook for a definition of this status), please answer the following questions as accurately as possible.

| | YES | NO |
|---|-----|-----|
| 1. Is the individual who provides the services required to comply with instructions from a university manager/supervisor as to when, where, and how the work is to be performed? | ___ | _X_ |
| 2. Is the individual required to receive training from a department or school employee or others at the university to enable him/her to perform the work in a particular manner? | ___ | _X_ |
| 3. Are the services performed by the individual integrated into the regular business operations of the department or school? (In other words, is the person part of a team of regular employees whose participation is essential to the successful performance of the employee team?) | ___ | _X_ |
| 4. Will the individual perform personal services for which the department or school is concerned only with the result, and not the methods used by the individual to perform those services? | _X_ | ___ |
| 5. Is the university responsible for the hiring, supervising and paying of workers who may assist the individual in the performance of his/her services? | ___ | _X_ |
| 6. Does the individual have a continuing relationship with the university, such as by performing the work on a frequently recurring basis? (In other words, even if the work is not performed over the same period of time each year, does it occur on an on-going, e.g., year-to-year basis?) | ___ | _X_ |
| 7. Is the individual expected/required to perform his/her work during hours that are set by a university manager/supervisor? | ___ | _X_ |
| 8. Is the individual required to devote substantially full time hours to the performance of services for the university? (In other words, would the individual be unable to perform meaningful services for other customers during the same weeks/months the work for the university is performed?) | ___ | _X_ |
| 9. Is the individual expected/required to perform his/her work at the university? | ___ | _X_ |
| 10. Is the individual required to perform his/her services in a sequence or order that is set by a university manager/supervisor? | ___ | _X_ |
| 11. Must the individual provide oral or written reports (i.e., progress or status reports) about his/her work to a university manager/supervisor on a regular basis before the project is completed? | ___ | _X_ |
| 12. Is the individual's compensation based on a set hourly, weekly or monthly rate, as opposed to an amount for the entire project/assignment? | ___ | _X_ |

**Division of Financial and Business Services
Disbursement Control
CHECKLIST FOR EVALUATION
EMPLOYEE vs. INDEPENDENT CONTRACTOR STATUS
(Page 2)**

| | YES | NO |
|---|------------|-----------|
| 13. Is the individual reimbursed for travelling or other business expenses incurred in the performance of the work? (In other words, is the person reimbursed for individual expenses, as opposed to a portion of the contract amount being paid, to cover any and all expenses incurred during the project?) | ___ | <u>X</u> |
| 14. Does the university provide significant tools, equipment or other materials needed by the individual to perform his/her work? | ___ | <u>X</u> |
| 15. Does the individual maintain an office or other facilities at his/her own expense where the work can be or is performed? | <u>X</u> | ___ |
| 16. In connection with providing the services to the university, is it possible that the individual could realize either a profit or a loss, such as by incurring expenses or investing an amount in connection with the project that exceeds the amount the individual is paid by the university? | ___ | <u>X</u> |
| 17. Does the individual in fact provide services to other, unrelated persons, universities or businesses, or operate another business at the same time he/she is performing services for the university? | <u>X</u> | ___ |
| 18. Does the individual make his/her services available to the general public on a regular and consistent basis? | ___ | <u>X</u> |
| 19. Is the individual subject to involuntary termination by the university for reasons other than non-performance of the contract specifications? | ___ | <u>X</u> |
| 20. Can the individual voluntarily terminate his/her contract with the university without incurring any liability for a failure to complete the job? | <u>X</u> | ___ |
| 21. Are the services to be performed by the individual necessary for accomplishment of the mission of the department or school? | ___ | <u>X</u> |
| 22. Is there a current university employee in the department or school who could satisfactorily perform the work that will be done by the individual? | ___ | <u>X</u> |

I certify that the responses to the foregoing questions are completely truthful and accurate based on the information available to me. In addition, I certify that the proposed independent contractor is not currently employed as an employee elsewhere by the university and was not an employee of the university at any time during this calendar year.

Dated: _____
Signature of Contractor

Dated: _____
Signature of Responsible Manager

Phone: 213-821-1335 _____
Linda E. Duguay, Reivew Coordinator, CALFED Bay-Delta
Print Name and Title of Responsible Manager



Division of Financial and Business Services
Disbursement Control
SHORT-FORM CONTRACTOR AGREEMENT FOR ONE-TIME SERVICE

Contractor Name: _____ SSN or EIN: _____

Address: _____

City, State, Zip: _____

Service Provided: (If lecture, include title): _____

Permanent Place of Business: ☐ within CA ☐ outside of CA

Services Performed: ☐ within CA ☐ outside of CA Date of Service: _____ Payment Due: \$ _____

Contractor Certifications:

(a) Contractor represents that to the best of his/her knowledge, no actual or potential conflict of interest exists between Contractor, Contractor's family, business or financial interests and Contractor's relationship with USC or Contractor's services relating to the Project. In the event of a change in status relating to potential or actual conflicts of interest, Contractor will notify USC immediately.

(b) Contractor will comply with all applicable requirements that may be communicated by USC, including but not limited to USC policies.

(c) Contractor expressly acknowledges and agrees that all discoveries, inventions, copyrightable materials, processes, designs, plans, and trade secrets, whether of a technical nature or not, made or developed by Contractor alone or in conjunction with any other person or entity while accomplishing the Project ("Intellectual Property"), shall be the sole and exclusive property of USC.

(d) To the extent that Contractor obtains access to USC proprietary information, Contractor further agrees that Contractor will not, at any time, in any manner, directly or indirectly, disclose such information to any person or entity, or use such information other than in furtherance of the purposes of USC.

(e) Contractor is solely responsible for paying income tax and/or self-employment tax. USC will not withhold federal, state, or local taxes from the payment and will issue a Form 1099-MISC, Miscellaneous Income.

(f) Contractor and Contractor's employees are not entitled to any benefits that USC provides to its employees and Contractor hereby waives the right to participate in any such programs. Contractor also agrees that, consistent with independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

(g) Contractor indemnifies and holds harmless USC from and against any and all liabilities, losses, damages, claims or causes of action, and any related expenses including reasonable attorneys' fees that are caused, directly or indirectly, by or as a result of the performance by Contractor or his/her employees or agents of the Project, provided that nothing herein shall be construed to require Contractor to indemnify USC from or against the gross negligent acts of USC or its employees. Contractor is not an employee and will indemnify and hold harmless USC for any injuries or claims suffered by Contractor or his/her employees or agents that would otherwise be subject to the Worker's Compensation Act. USC reserves the right to withhold from the payment due and owing to the Contractor any damages that are caused, directly or indirectly, by or as a result of the performance by Contractor or his/her employees or agents of the Project.

(h) Each of the Parties hereby agrees that any and all disputes or claims arising under or in connection with this Agreement shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") or successor organization for binding arbitration in Los Angeles County by a single arbitrator who shall be a former California Superior Court judge. The arbitrator shall be selected by JAMS in an impartial manner determined by it. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure 1280 et seq. The parties shall have the discovery rights provide in Code of Civil Procedure 1283.05 and 1283.1. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law, including the award of punitive damages where legally available and warranted. The arbitrator shall award costs of the proceeding, including reasonable attorney's fees, to the party determined to have substantially prevailed. This Agreement shall be governed in all respects by the laws of the State of California.

(i) Payments made to service contractors that do not have a permanent place of business in the state of California are subject to **seven percent state income tax withholding** (California Revenue and Taxation Code Section 18662). California non-residents that are exempt must complete California Withholding Exemption Certificate, Form 590.

Contractor certifies that the data supplied above is true and correct.

Contractor Signature _____ Date _____ Print Name of USC Contact _____ Phone _____

Principal Investigator or Department/Unit Dean, Director or Business Officer Certification:

(a) The services to be performed by the Contractor are necessary and cannot be performed by anyone currently an employee of USC or for which a position should be created. The University has the right to control or direct the result of the work and not the means and methods of accomplishing the result.

(b) A selection process has been utilized to determine that the Contractor is the most qualified individual available to perform the required services.

(c) Considering the nature of the services to be performed, the qualifications of this contractor, and his normal charges, the fee requested is appropriate.

(d) The payment is for services rendered, not to exceed \$2,500.00.

(e) Contractor is not an employee, nor has been an employee in the current calendar year, of USC.

Signature of Principal Investigator, or Dean, Director or Senior Business Officer _____

USC Account No. _____

Print Name and Title _____

Dept of Contracts and Grants *(Required if sponsored project)*

University of Southern California, Financial and Business Services, Disbursement Control, Los Angeles, California 90089-1984

Tel: (213) 740-2709 Fax: (213) 740-3620 http://www.usc.edu/dept/finserv/disbursement_control/

Form dc-sf (Rev. 08-2004)



Division of Financial and Business Services
Disbursement Control
SHORT-FORM CONTRACTOR AGREEMENT FOR ONE-TIME SERVICE

- This agreement may not be used for Contractors unless they are individuals only.
- This agreement is to be used for services to be performed for one day or less (e.g., speaker's fee), including payments of honoraria.
- Payments made to Contractors under this Agreement shall not exceed \$2,500.
- The Contractor will have the payment amount reported for tax purposes on a Form 1099.
- It is not necessary to complete a Form W-9 if this agreement is completed in its entirety.
- Check Requests must be used to pay Contractors under this agreement.
- An 'Employee vs. Independent Contractor Status Checklist' is required to be filled out, signed and submitted with this agreement.
- This agreement may not be used for a Contractor more than three (3) times per calendar year. If a Contractor's services are required more than three (3) times per calendar year, the long-form Contractor Services Agreement must be utilized. Contact Purchasing Services website: http://www.usc.edu/bus-affairs/admin_serv/purchasing/.
- If Contractor is an employee, then payment must be made through Payroll Services and included in employee's university compensation.
- The government (federally sponsored projects) does not allow payment for honoraria when the primary intent is to confer distinction on, or to symbolize respect, esteem or admiration for the recipient of the honorarium.
- National Science Foundation and other sponsors limit the daily rate that can be paid to a contractor. Contact the Department of Contracts and Grants for allowability.